

**AN AMENDED SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

06-O-1464

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, ON A MONTH-TO-MONTH BASIS TO OBTAIN CONTINUED SERVICES FOR THE DEPARTMENT OF AVIATION UNDER AN EXPIRED CONTRACT WITH ADT SECURITY SERVICES, INC., FOR TECHNICAL SUPPORT FOR AIRPORT DISPATCH AND COMMUNICATIONS CENTER, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$450,500.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2H01 (AIRPORT REVENUE FUND) 523001 (SERV/REPAIR/MAINT CONT.) X24002 (AIRPORT COMM DISPATCH CENTER ('97 BUDGET)); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") did enter into an agreement with ADT Security Services, Inc. ("ADT"), FC-7265-00, for Technical Support for Airport Dispatch and Communications Center; and

WHEREAS, the base term of the contract was One (1) year with Three (3) One (1) year renewal options at the City's sole discretion; and

WHEREAS, the City exercised its first renewal option and executed Renewal Agreement No. 1, but inadvertently failed to exercise its second renewal option and execute a Renewal Agreement No. 2; and

WHEREAS, accordingly, ADT's Contract with the City technically expired on April 14, 2005, although it has continued to provide services under such expired Contract at the City's request because such services are integral to the City maintaining security at the Airport; and

WHEREAS, possessed with the knowledge that the ADT Contract has, in fact, expired, the Department of Procurement has issued a new solicitation to obtain replacement services for those that are being provided under the expired ADT Contract; and

WHEREAS, however, the services provided by ADT under its expired Contract need to continue while such new solicitation is completed to ensure that the Airport maintains appropriate levels of security for the traveling public; and

WHEREAS, accordingly, the City desires to ratify the prior provision of services by ADT under its expired Contract and the City's payment for such services and to authorize the City to continue its relationship with ADT and extend the Contract on a month-to-month basis, under the same terms and conditions governing the parties under the expired Contract, as if such Contract had not, in fact, expired, commencing effective as of the date such Resolution is adopted by Council and approved by the Mayor, and continuing for a period of up to nine (9) months, beginning on the first day of the month immediately following such date, so as to ensure the continued provision of the vital services provided by ADT until the City successfully awards a new contract for such services under its pending procurement; and

WHEREAS, ADT is willing to continue to provide technical support for the Airport Dispatch and Communications Center under such an extended contractual relationship; and

WHEREAS, the Airport General Manager and the Chief Procurement Officer have recommended the transaction contemplated by this Ordinance.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: The City's actions in accepting and paying for services by ADT Security Services, Inc. ("ADT") under its expired Contract are ratified and confirmed and the City is authorized to continue its relationship with ADT and extend the Contract on a month-to-month basis, under the same terms and conditions governing the parties under the expired Contract, as if such Contract had not, in fact, expired, commencing effective as of the date such Resolution is adopted by Council and approved by the Mayor, and continuing for a period of up to nine (9) months, beginning on the first day of the month immediately following such date, for an amount not to exceed Four Hundred Fifty Thousand Five Hundred Dollars and No Cents (\$450,500.00), so as to ensure the continued provision of the vital services provided by ADT until the City successfully awards a new contract for such services under its pending procurement.

SECTION 2: All services performed will be charged to and paid from Fund, Account and Center Number 2H01 (Airport Revenue Fund) 523001 (Serv/Repair/Maint Cont.) X24002 (Airport Comm Dispatch Center ('97 Budget)).

SECTION 3: The Chief Financial Officer is authorized to remit or accept payment, as appropriate, for the goods and services identified in Section One of this ordinance.

SECTION 4: The Mayor is authorized, on behalf of the City, to take any other and further action and to execute, acknowledge, accept and/or deliver any other and further instruments, documents and assurances as deemed desirable and appropriate to consummate the temporary transactions authorized by this Ordinance and to effectuate the terms, purposes and intent of this Ordinance.

SECTION 5: All ordinances in conflict are waived for this instance only.